

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

KRISTI JORDAN, *individually and on
behalf of all others similarly situated*,

Plaintiff,

v.

CRUNCH, LLC,

Defendant.

Case No. 1:24-cv-7118 (AKH)

DECLARATION OF CHAD WAETZIG

I, Chad Waetzig, declare as follows:

1. I am over 18 years of age and am employed as Chief Marketing Officer at Crunch, LLC (“Crunch”). I am duly authorized to make this declaration on behalf of Crunch as a custodian of records.

2. The facts stated in this declaration are based on my personal knowledge, after reviewing selected business records maintained in the ordinary course of business and according to my regular practice and made at or near the time of the activity reported therein. If sworn as a witness, I would competently testify to the facts set forth herein.

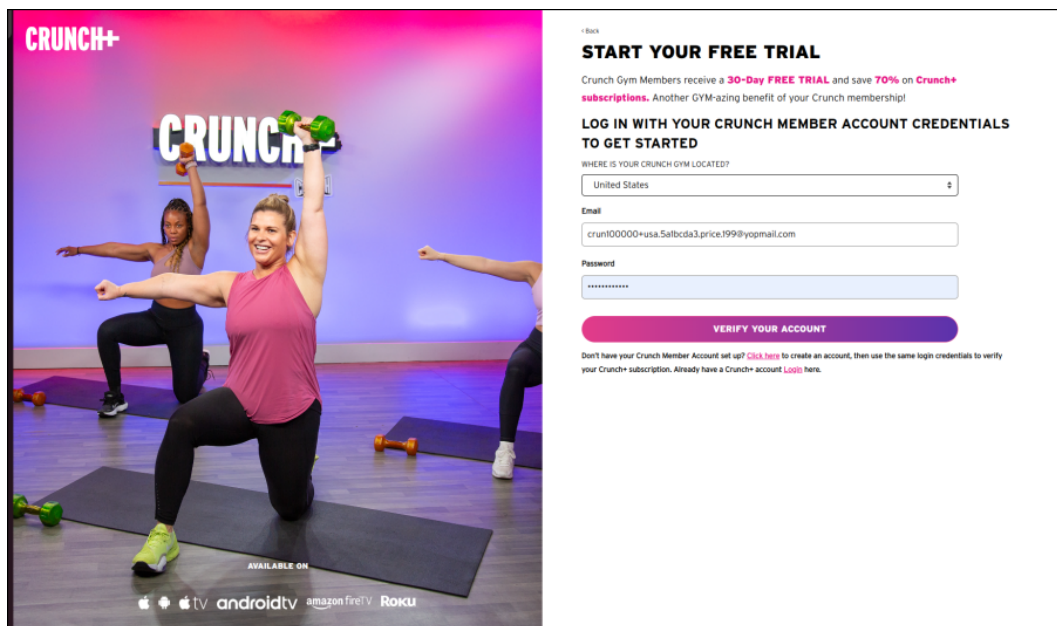
3. I have worked at Crunch since October 1, 2016. In my role at Crunch, I am familiar with the Crunch+ website, www.crunchplus.com (the “Website”), the sign-up process on that Website, and the disclosures and terms and conditions that are shown to Website visitors when they apply or sign up for a service on the Website.

4. I have reviewed the Declaration of Tyler Somes in Support of Plaintiff’s [sic] Opposition to Defendant’s Amended Motion to Compel Arbitration and Stay Proceedings the (“Somes Declaration”), and the screenshot included after Paragraph 2 in the Somes Declaration.

The screenshot shows the webpage a Website user would have seen when signing up for Crunch+ (what the Somes Declaration refers to as the “registration flow”) on or around September 11, 2024, if that user did not already have a Crunch member account.

5. This screenshot does not show the “registration flow” that was used by Plaintiff, because Plaintiff had an existing Crunch member account when she added the Crunch+ service in September 2024. For visitors with an existing Crunch member account that selected the “Already a Crunch Gym Member” option on the Website, a different “registration flow” existed in September 2024. Plaintiff used that different “registration flow.”

6. In this instance, when Plaintiff selected “Already a Crunch Gym Member,” she saw the webpage reflected in the following screenshot, which allowed her to enter her Crunch membership credentials (*see Exhibit A*, attaching the screenshot):



7. After Plaintiff entered those existing Crunch member credentials, she was presented with the following screen (*see Exhibit B*, attaching the screenshot):

Promo Code

Enter Promo Code APPLY CODE

Payment Information

Name on Card *
Visa

Card Number *
4242 4242 4242 4242

Expires: MM * YY * CVC *
12 30 123

Billing Address

Country *
India

Zip code*
452001

Your Plan CHANGE


Monthly - 1.99 - 30-day Free Trial
\$1.99/month

30 Day Trial \$0.00

Total: \$0.00

Your 30-day free trial begins immediately, and we will not charge you until your trial is complete. We will send you a reminder seven days before your trial ends, and you will need to cancel before your trial ends to avoid being charged. Otherwise, your subscription will renew on the same day each month, and we will charge you \$1.99 monthly until you cancel. When canceling, you will continue to have access until the end of the billing period. We do not prorate subscription fees.

☒ I agree to the terms above

☒ I'm not a robot 

COMPLETE MY ORDER

Payments are securely handled by Stripe.

8. Neither screen required Plaintiff to agree to the Crunch+ Terms and Conditions.

9. Plaintiff, after signing up for Crunch+ on or about September 11, 2024, then blocked payments for the Crunch + service, and cancelled the service after filing her lawsuit.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 26th day of March, 2025 in New York, NY.


CHAD WAETZIG